

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

NORTHWEST ADMINISTRATORS, INC.,

Plaintiff,

v.

THE WESTIN ST. FRANCIS LIMITED
PARTNERSHIP, a Delaware limited
partnership,

Defendant.

NO.

COMPLAINT TO COMPEL AUDIT

I.

Plaintiff, Northwest Administrators, Inc., is an organization incorporated under the laws of the State of Washington, with its principal place of business in King County, and is the authorized administrative agency for and the assignee of the Western Conference of Teamsters Pension Trust Fund (hereinafter "Trust").

II.

The Western Conference of Teamsters Pension Trust Fund is an unincorporated association operating as a Trust Fund pursuant to Section 302 of

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1 the Labor Management Relations Act of 1947, as amended, to provide retirement
2 benefits to eligible participants.

3 III.

4 This Court has jurisdiction over the subject matter of this action under
5 Section 502(e)(1) and (f) of the Employee Retirement Income Security Act of 1974
6 ("ERISA"), 29 U.S.C. §1132(e)(1) and (f) and under §301(a) of the Taft-Hartley Act,
7 29 U.S.C. §185(a).
8

9 IV.

10 Venue is proper in this District under Section 502(e)(2) of ERISA, 29 U.S.C.
11 §1132(e)(2), because the Plaintiff Trust Fund is administered in this District.

12 V.

13 Defendant is a Delaware limited partnership.
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15 VI.

16 Defendant is bound to a collective bargaining agreement with Local 856 of
17 the International Brotherhood of Teamsters (hereinafter "Local"), under which the
18 Defendant is required to promptly and fully report for and pay monthly contributions
19 to the Trust at specific rates for each hour of compensation (including vacations,
20 holidays, overtime and sick leave) said Defendant pays to its employees who are
21 members of the bargaining unit represented by the Local (such bargaining unit
22 members are any of the Defendant's part time or full time employees who perform
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1 any work task covered by the Defendant's labor contract with the Local, whether or
2 not those employees ever actually join the Local).

3 VII.

4 Defendant accepted the Trust's Agreement & Declaration Agreement ("Trust
5 Agreement") which provides in part:

6 Each Employer shall promptly furnish to the Trustees or
7 their authorized representatives on demand any and all
8 records of his past or present Employees concerning the
9 classification of such Employees, their names, Social
10 Security numbers, amount of wages paid and hours
11 worked or paid for, and any other payroll records and
12 information the Trustees may require in connection with
13 the administration of the Trust Fund, and for no other
14 purpose. The Trustees or their authorized
15 representatives may examine any books and records of
16 each employer, which the Employer is required to furnish
17 to the Trustees on demand whenever such examination
18 is deemed necessary or desirable by the Trustees in the
19 proper administration of the Trust. If it becomes
20 necessary for the trustees to retain legal counsel to
21 compel an Employer to furnish to, or permit the
22 examination of books, or records or information by, the
23 Trustees or their representatives, the Employer shall
24 reimburse the Trust fund for all reasonable attorney's
25 fees and court costs incurred by the Trust Fund in
26 connection therewith, whether or not legal proceedings
were instituted and whether or not such examination
disclosed that the Employer has failed to make
appropriate or timely Employer Contributions to the Trust
Fund.

21 VIII.

22 The Trustees of the Western Conference of Teamsters Pension Trust deem
23 it both necessary and advisable to the proper administration of the Trust that their
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1 authorized representatives examine the Defendant's books and records for the
2 inclusive period of October 1, 2016 through December 31, 2020 to determine if the
3 Defendant previously reported for and paid to the Trust all of the amounts due for
4 the Defendant's employment of members of the bargaining unit represented by the
5 Trust for said period.

6 IX.

7
8 Despite notification to the Defendant of the Trustees' desire to conduct an
9 audit for the period October 1, 2016 through December 31, 2020, and demands
10 made upon the Defendant on the Trust's behalf for access to Defendant's records
11 for an examination of them for that period, to date the Defendant has failed and
12 refused to make its records available for the thorough examination the Trustees
13 deem necessary and advisable to the proper administration of the Trust.

14 WHEREFORE, plaintiff, on the Trust's behalf, prays the court as follows:

15
16 1. That the Court enter an Order Compelling Audit under which
17 Defendant shall be directed by the Court, within a specified time, to make available
18 to the authorized representatives of the Trustees of the Trust for the period October
19 1, 2016 through December 31, 2020:

20 A. Payroll: Week ending 10/01/16 to 3/25/17; and

21 B. Payroll: Week ending 12/29/17.

22
23 2. Afford to the authorized representatives of the Trustees of the Trust
24 both ample time and opportunity to examine all such materials of Defendant at such

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1 time and at such place as shall be convenient to the Trust's authorized
2 representatives.

3 3. For judgment against the Defendant for:

- 4 A. All of the Plaintiff's attorney's fees incurred in gaining auditor
5 access to Defendant's records;
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7 B. All of the Plaintiff's costs incurred in gaining auditor access to
8 defendant's records, and
9
10 C. For such other and further relief as the Court may deem just
and equitable.

11 DATED this 5th day of November, 2021.

12 REID, McCARTHY, BALLEW & LEAHY,
13 L.L.P.

14 By: 
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